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**AMENDMENT OF OIL, GAS AND MINERAL LEASE**

**STATE OF TEXAS** § **KNOW ALL MEN BY THESE PRESENTS:**  
**COUNTY OF TARRANT** §

**WHEREAS**, an Oil, Gas and Mineral Lease effective on April 22, 2008 (the "Lease"), record in the official public records of Tarrant County, Texas as document number D208160330, was executed by and between **Charles E. Burton**, ("Lessor"), and Dale Property Services, L.L.C., whose address is 2100 Ross Avenue, Suite 1870, LB-9, Dallas, TX 75201, and subsequently conveyed all right title and interest to the lease in an assignment dated on July 11, 2008 to **Chesapeake Exploration, L.L.C.**, ("Chesapeake"), and whose address is 6100 North Western Avenue, Oklahoma City, OK 73118, (hereinafter referred to as ("Lessee").

**WHEREAS**, the Leased Premises described in the Oil, Gas and Mineral Lease reads as follows:

0.216 acres of land, more or less, being Blk 22 Lot 33 of the Fairfield Addition, an addition to the City of Arlington, Tarrant County, Texas, according to the Plat thereof recorded in Volume 388-165, Page 90, Plat Records, Tarrant County, Texas.

**NOW THEREFORE**, for and in consideration of Ten and No/100 Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lessor and Lessee do hereby amend the Lease as follows:

(a) The undersigned do hereby add the following to the Lease as Provision 27.

"For the same consideration recited above, Lessor hereby grants, assigns and conveys unto lessee, its successors and assigns, a perpetual subsurface well bore easement under and through the leased premises for the placement of well bores (along routes selected by Lessee) from oil or gas wells the surface locations of which are situated on other tracts of land and which are not intended to develop the leased premises or lands pooled

therewith and from which Lessor shall have no right to royalty or other benefit. Such subsurface well bore easements shall run with the land and survive any termination of this lease."

The Lessor does by these presents ratify, confirm and adopt the Lease thereto as amended hereby, and do further grant, let, lease and demise unto the Assignee all of the land described therein, together with all rights thereunder, under the same terms and conditions contained in the original Lease, **except as herein amend.**

Executed by each party on the date set forth in their respective acknowledgments below, but effective for all purposes as of April 22, 2008.

**LESSOR: CHARLES E. BURTON**

Charles Buston

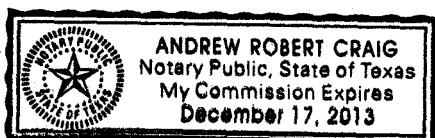
## ACKNOWLEDGEMENT

STATE OF TEXAS )  
COUNTY OF Tarrant )

This instrument was acknowledged before me on the 8 day of May, 2010, by  
Charles Burton.

M R S

Notary's commission expires: December 17, 2013



SUZANNE HENDERSON

COUNTY CLERK



100 West Weatherford Fort Worth, TX 76196-0401

PHONE (817) 884-1195

DALE RESOURCES  
ATTN: ANN VANDENBERG  
2100 ROSS AVE STE 1870 LB-9  
DALLAS, TX 75201

Submitter: DALE RESOURCES LLC

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Filed For Registration: 5/27/2010 3:30 PM

Instrument #: D210126519

OPR 3 PGS \$20.00

By: Suzanne Henderson

D210126519

ANY PROVISION WHICH RESTRICTS THE SALE, RENTAL OR USE OF THE DESCRIBED REAL PROPERTY  
BECAUSE OF COLOR OR RACE IS INVALID AND UNENFORCEABLE UNDER FEDERAL LAW.

Prepared by: DNCLARK